

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

BRADFORD GONZALEZ-RIVERA,

Plaintiff,

Case No. 2:16-CV-10330

-vs-

Hon. Stephen J. Murphy, III
Magistrate David R. Grand

STEPHENS MICHAELS LLC and
SANTANDER CONSUMER USA,
INC.,

Defendants.

STIPULATED ORDER OF DISMISSAL

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the parties through their undersigned counsel, stipulate and agree, that the above captioned action be dismissed without prejudice as to defendants, Stephens Michaels LLC and Santander Consumer USA, Inc.

The parties further agree that they will follow the terms of the arbitration clause in the retail installment contract and will pay arbitration fees timely as required by the arbitration forum. Plaintiff reserves the right to reinstate this action should Defendants fail to timely pay arbitration fees. Specifically, the parties stipulate that the arbitration clause requires the Defendants to pay all fees and costs, including the Plaintiff's filing, administration, service or case management fees and Plaintiff's arbitrator or hearing fee up to a maximum of \$5,000.00. Any delay of 28 days or more in satisfying an unpaid invoice from the designated arbitration forum shall constitute untimeliness for the purpose of reinstating this action.

In the event that the Plaintiff successfully reinstates the action due to either Defendants' failure to timely pay the designated arbitration forum as set forth herein, the right to assert

arbitration is waived, and the Defendant is responsible for the delay and shall reimburse the Plaintiff for costs and attorney fees associated with the time and resources spent in arbitration and the reinstatement fee.

This Court retains jurisdiction with respect to any application to enforce the provisions of this stipulation and order.

THIS IS A FINAL ORDER AND CLOSES THE CASE.

SO ORDERED.

S/Stephen J. Murphy, III
Stephen J. Murphy, III
United States District Judge

Dated: April 28, 2016

I hereby certify that a copy of the foregoing document was served upon the parties and/or counsel of record on April 28, 2016, by electronic and/or ordinary mail.

S/Carol Cohron
Case Manager

STIPULATED AND AGREED TO:

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